

Amendment 138 **Contract No. 229944**

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 138 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 27th day of April, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor to perform the Preliminary Analysis necessary to develop a solution proposal for King County Metro (KCM) to allow their bus operators to quickly re-set power to the On Board Equipment (OBE) when a software lock-up occurs. The solution will allow the bus to return to revenue service. This work is performed per RFI RFCS-622 *Power Reset Solution for On Board Equipment (Agency response April 18, 2011)*.
- C. The Parties agree that the Work necessary to perform the Preliminary Analysis will be compensated as follows.

Agreement

Section 1.0 Description of Work

1.1 The Contractor will perform the Preliminary Analysis which will include:

- (a) Undertake requirements gathering and confirmation with KCM
- (b) Schedule one or more meetings with KCM to elicit a full set of agreed upon requirements including the business needs and operation issues.
- (c) Investigation of the root cause of the issue

1.2 The Contractor will present a response to KCM that will include the following deliverables:

- (a) A statement of requirements and a scope of work
- (b) A written solution proposal, which includes a detailed estimate to implement the solution and an initial schedule impact to implement the selected solution
- (c) If applicable, alternate solutions will be presented with cost and schedule impacts to facilitate KCM's decision making.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 138

To perform Preliminary Analysis to develop a solution proposal for KCM to allow their bus operators to re-set power to the OBE when a software lock-up occurs.	
TOTAL	\$3173

Section 3.0 Other Terms and Conditions

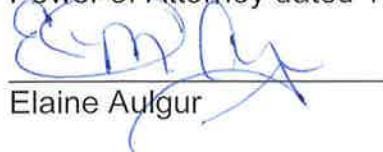
All other provisions of the Contract not referenced in this Amendment One Hundred and Thirty-eight shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: _____
Its: _____
Date: _____

Signed by ERG Transit Systems (USA) Inc by its attorney Elaine Aulgur pursuant to Power of Attorney dated 18 June 2010:


Elaine Aulgur

25-Apr-11
Date

The Agencies

By: Candace Carlson
Their: ORCA Operations Manager
On behalf of the Agencies
Date: April 27, 2011

In the presence of:


Witness Signature

25-Apr-11
Date

Witness name: Patricia Hazard